

FIRST AMENDMENT TO

A G R E E M E N T

between

BROWARD COUNTY

and

ACAI Associates, Inc.

for

CONSULTANT SERVICES FOR

DESIGN SERVICES FOR TERMINAL 4 RECONFIGURATION AND EXPANSION OF THE FEDERAL  
INSPECTION SERVICES (FIS) FACILITY AT FORT LAUDERDALE-HOLLYWOOD  
INTERNATIONAL AIRPORT

IN BROWARD COUNTY, FLORIDA

RFP # R1208106P1

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This is the FIRST Amendment to Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "County" acting by and through its Board of County Commissioners,

AND

ACAI Associates, Inc., hereinafter referred to as "Consultant".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Consultant agree as follows:

Whereas ACAI Associates, Inc. entered into RFP No. R1208106P1 on November 12, 2014 to provide professional architectural and engineering design services associated with the Terminal 4 reconfiguration and expansion of the FIS facility at Fort Lauderdale-Hollywood International Airport; and

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and Consultant agree as follows:

NOW, THEREFORE, IN CONSIDERATION of the mutual terms and condition, promises, covenants and payments herein after set forth, Broward County and ACAI Associates, Inc. agree as follows:

1. Article 5.1.1 Maximum Not-to-Exceed Compensation is hereby amended to read as follows:

Compensation to CONSULTANT for the performance of Basic Services identified in Exhibit "A-1" as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Article 5.2 up to a maximum amount not-to-exceed of ~~\$2,600,000~~ \$9,500,000. CONSULTANT shall perform all services

designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

For any phase or task that is identified as a Maximum Amount Not-To-Exceed, the Contract Administrator may transfer funds to any other phase or task. Notwithstanding, the receiving item may not be increased by an aggregate amount that is greater than the Director of Aviation's change order authority (as provided in Section 21.73(c) of the Administrative Code) unless Board approval is first obtained.

2. Article 5.1.3 Optional Services is hereby amended to read as follows:

COUNTY has established an amount of ~~\$300,000~~ **\$1,400,000** for potential Optional Services identified in Exhibit "F" which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by COUNTY.

3. Article 5.1.4 Reimbursable Expenses is hereby amended to read as follows:

COUNTY has established a maximum amount not-to-exceed of ~~\$100,000~~ **\$500,000** for potential reimbursable expenses which may be utilized pursuant to Article 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.

4. Article 5.2.4 is hereby amended to read as follows:

The total hours payable by the COUNTY for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours in any week. ~~In no event shall CONSULTANT be paid additional compensation for exempt employees. In the event the work requires non-exempt Consultant's or subconsultant's personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit "B", adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to the County in a manner consistent with the Consultant's or subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. In the event a "Safe Harbor" rate is elected for use by the Consultant or subconsultant, then the additional hours are payable at no more than the maximum rates established in Exhibit B.~~

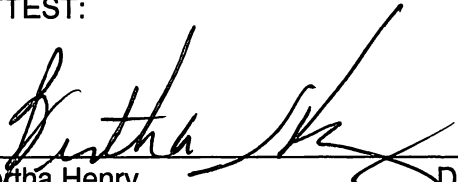
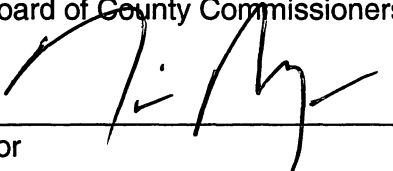
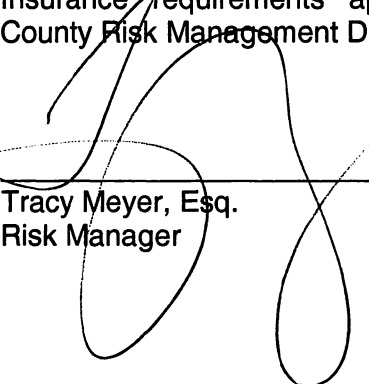
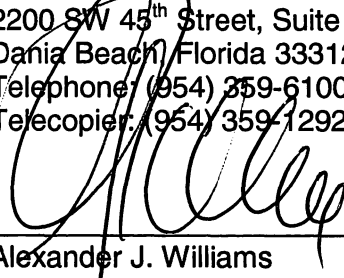
5. Article 5.2.5 is hereby added:

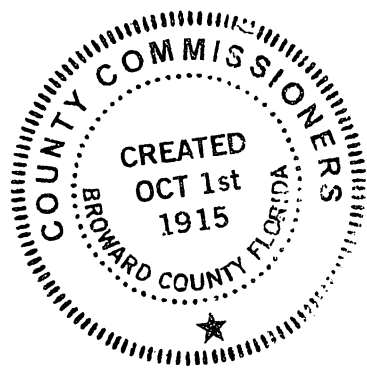
Consultant and any of its subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of the Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

6. Exhibit A-1 Scope of Services Total Budgeted Agreement is amended to ~~\$3,000,000~~ **\$11,400,000**.

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND ACAI ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR DESIGN SERVICES FOR TERMINAL 4 RECONFIGURATION AND EXPANSION OF THE FEDERAL INSPECTION SERVICES (FIS) FACILITY AT FORT LAUDERDALE – HOLLYWOOD INTERNATIONAL AIRPORT (FLL) IN BROWARD COUNTY, FLORIDA**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 10<sup>th</sup> day of November, 2015, and ACAI ASSOCIATES, INC. signing by and through its President or Senior Vice President duly authorized to execute same.

<p>ATTEST:</p>  <p>_____          Bertha Henry Date          County Administrator, as Ex-Officio          Clerk of the Board of County          Commissioners of Broward County, Florida</p>	<p><u>COUNTY</u>          BROWARD COUNTY, by and through          its Board of County Commissioners</p>  <p>_____          Mayor  <u>10<sup>th</sup></u> day of <u>November</u>, 20<u>15</u></p>
<p>Insurance requirements approved by Broward          County Risk Management Division</p>  <p>_____          Tracy Meyer, Esq. Date          Risk Manager <u>10/23/15</u></p>	<p>COUNTY ATTORNEY:          Approved as to form by Office of the County          Attorney for Broward County, Florida          Joni Armstrong Coffey, County Attorney          Aviation Office          2200 SW 45<sup>th</sup> Street, Suite 101          Dania Beach, Florida 33312          Telephone: (954) 359-6100          Telecopier: (954) 359-1292</p>  <p>_____          Alexander J. Williams Date          Assistant County Attorney <u>10/23/15</u></p>



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<p><b>CORPORATE SECRETARY ATTEST:</b>(Affix Corporate Seal and Corporate Secretary Signature) Secretary</p>	<p><b>CONSULTANT</b> <b>ACAI ASSOCIATES, INC.</b></p>
<p>_____ (Signature)</p>	<p>By _____ (Signature President/Vice President)</p>
<p><i>A.J. Cotilla</i> _____ (Printed Name of Secretary) <b>(CORPORATE SEAL)</b></p>	<p><i>Adolfo J. Cotilla, Jr.</i> _____ (Please print Name of President/ Vice-President)</p>
<p><b>OR TWO WITNESSES</b></p>	<p><i>President</i> _____ Title of Signing Party</p>
<p><i>[Signature]</i> _____ Witness</p>	<p><i>23</i> day of <i>October</i>, 20<i>15</i></p>
<p><i>[Signature]</i> _____ Witness</p>	